

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

THE FIRST YEARS, INC. and
LEARNING CURVE BRANDS, INC.

Plaintiffs,

v.

MUNCHKIN, INC.,

Defendant.

Case No.07-cv-558-bbc

Honorable Judge Barbara B. Crabb

Magistrate Judge Stephen L. Crocker

CONSENT JUDGMENT

The parties, plaintiffs The First Years, Inc. and Learning Curve Brands, Inc. ("Plaintiffs") and defendant Munchkin, Inc. ("Defendant"), by their undersigned attorneys and pursuant to Rules 41 and 65 of the Federal Rules of Civil Procedure, hereby jointly stipulate to entry of final judgment as follows:

(1) Claims 1-30, 33-53, 55, 58-60, 62-66, 68-72 and 74-76 of United States Patent 6,976,604 ("the '604 patent") are not invalid and are enforceable.

(2) The claims of United States Patent 7,185,784 ("the '784 patent") are not invalid and are enforceable.

(3) Munchkin shall not make, use, sell, offer for sale or import into the U.S. any Semi-Disposable Sippy Cups (as that term is defined in the parties' Settlement And License Agreement) that infringe any valid claim of the '604 patent and that do not comply with the License Agreement between the parties.

(4) Munchkin shall be permanently enjoined and restrained from infringing any claim of the '784 patent after September 30, 2008, except as has been agreed upon in writing by the parties.

(5) All Munchkin sales of products that infringe the '784 patent from September 17, 2008 through September 30, 2008 to destinations within the United States will be bona fide sales

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provided to: all counsel
this 22 day of SEP
by: [Signature]
M. Hammad, Esq.
Judge John C. Shabaz

in the normal course of business and such sales shall not in any event exceed \$200,000 in gross revenue.

(6) Munchkin shall not ship any products that infringe the '784 patent into or within the United States after September 30, 2008, provided, however, that Munchkin shall be permitted to ship any remaining inventory of such products that existed as of September 17, 2008 to destinations outside of the United States from its California warehouse.

(7) The above entitled action is hereby dismissed with prejudice as to all parties and as to all claims, with each of the parties to bear its own costs and attorney fees, except as provided in the parties' Settlement And License Agreement. All relief not expressly granted herein is denied, and all rights of appeal are waived.

(8) The Court retains jurisdiction of this action for the purposes of enforcing this Consent Judgment.

Respectfully submitted,

THE FIRST YEARS, INC. and LEARNING
CURVE BRANDS, INC.

By: s / Thomas P. Heneghan
Thomas P. Heneghan
MICHAEL BEST & FRIEDRICH LLP
One South Pinckney Street
Madison, Wisconsin 53701-1806
(608) 257-3501

Respectfully submitted,

MUNCHKIN, INC.

By: s / John L. Knoble
John L. Knoble
KNOBLE YOSHIDA & DUNLEAVY, LLC
Eight Penn Center – Suite 1350
1628 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103
(215) 599-0600

Entered this 22d day of September, 2008

Barbara B. Crabb

Hon. Barbara B. Crabb

United States District Judge